

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 4200373292		PAGE OF 1 46					
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER NNS11373292R		6. SOLICITATION ISSUE DATE 03/18/2011			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME James Jacobs			b. TELEPHONE NUMBER (No collect calls) 228-688-3931		8. OFFER DUE DATE/LOCAL TIME 04/18/2011 1500 CT				
9. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000				CODE SSC		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: 221210 <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) 500					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING DC-09		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO see page 2				CODE		16. ADMINISTERED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000					
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
TELEPHONE NO.						17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO. 001						20. SCHEDULE OF SUPPLIES/SERVICES Continued on next page (Use Reverse and/or Attach Additional Sheets as Necessary)					
21. QUANTITY						22. UNIT		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Robert Harris				31c. DATE SIGNED	

PART I. SF 1449 Continuation:

Block 19 - 24: The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver uninterruptible supply of natural gas to NASA's existing metering stations, Stennis Space Center, MS 39529 in accordance with the Description/Specifications/Performance Work Statement incorporated in Part III, Attachment 1. The Government anticipates the award of a firm-fixed priced contract with economic price adjustment resulting from this solicitation.

19	20	21	22	23		24
Item	Supplies/Services	Estimated Quantity	Unit	Est FERC Unit Price	Fixed Coefficient	Estimated Amount
0001	Base Year	192,000	MMBTU	6.00		
0002	Option 1 Year 2	219,680	MMBTU	6.50		
0003	Option 2 Year 3	228,467	MMBTU	7.00		
0004	Option 3 Year 4	237,606	MMBTU	7.50		
0005	Option 4 Year 5	247,110	MMBTU	8.00		

TOTAL _____

SF1449 BLOCK 15: Deliver to:

North Fee Area Boundary of Stennis Space Center, Station Location Number -2568, Stennis Space Center, MS and an/some additional Station Location Number(s) to be determined at a later date.

SF1449 BLOCK 25: Accounting and Appropriation Data

To be completed upon contract award.

INVOICES

Invoices may be sent to the following address:

NASA/Shared Services Center (NSSC)
 Financial Management Division/Accounts Payable
 Building 1111, Road C
 Stennis Space Center, MS 39529

Submit by email or facsimile to include the above information:

Email: nssc-accountspayable@nasa.gov

Facsimile Number: (866) 209-5415

PART II. CONTRACT CLAUSES—

1. **52.212-4, Contract Terms and Conditions—Commercial Items, by reference** (see SF 1449 block 27a)

Addendum to 52.212-4: The full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

2. **52.212-5, Contract Terms and conditions Required to Implement Statutes and Executive orders—Commercial Items (Jan 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

_____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☒ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

☒ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

X (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

___ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (9) [Reserved]

___ (10) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (11) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (12) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (13) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

X (14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (15) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (16) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (17) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

X (20) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

X (21) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (22) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

X (23) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (24) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (25) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

X (26) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (27) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (29) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (30) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (32) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

X (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (Sep 2010) (E.O. 13513).

X (34) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (35) (i) 52.225-3, Buy American Act--Free Trade Agreements -- Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (36) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (37) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (40) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (41) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (43) 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (44) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (45) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (46) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

X (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

FAR 52.212-5 ADDENDA:

1. 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011) (See Part III, Attachment B.)

2. 52.216-2 Economic Price Adjustment - Standard Supplies. (JAN 1997)

(a) The Contractor warrants that the unit price stated in the Schedule for _____ (*offeror insert Schedule line item number*) is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term unit price excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term established price means a price that -

(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective -

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of clause)

3. FAR 52.217-8 -- Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor no less than 15 days prior to the end of current contract year.

(End of Clause)

4. FAR 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor no less than 15 days prior to the end of contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend **at least 60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed FIVE years.

(End of Clause)

5. FAR 52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997) - Alternate I (JUL 1995)

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
<i>(If none, insert "None")</i>	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

6. FAR 52.223-5 -- Pollution Prevention and Right-to-Know Information (Aug 2003)

7. NFS 1852.215-84 Ombudsman (October 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, **Ken Human, John C. Stennis Space Center, MS 39529, Phone: (228) 688-1128 Email: ken.r.human@nasa.gov**. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail diane.thompson@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

8. NFS 1852.223-75, Major Breach of Safety and Security (February 2002)

9. NFS 1852.223-72, Safety and Health (Short Form) (April 2002)

10. NFS 1852.225-70, Export Licenses, (February 2000)

PART III, ATTACHMENT A, PERFORMANCE WORK STATEMENT

1. SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall deliver interruptible natural gas (Gas) supplies to the existing metering station of the National Aeronautics and Space Administration's John C. Stennis Space Center, Stennis Space Center (SSC), MS.

2. POINT OF DELIVERY

The point of delivery of natural gas shall be the North Fee Area Boundary of SSC (Station Location Number – 2568) and one additional Station Location Number to be determined at a later date.

3. CONTRACT PRICING

The Contractor shall supply natural gas in accordance with the terms and conditions of this contract for an annual fixed coefficient plus the monthly natural gas supply market price as identified in the McGraw Hill publication "Inside FERC's Gas Market Report" Prices of Spot Gas Delivered to Pipelines Index for South Louisiana Henry Hub (monthly index). The price of Gas per MMBTU (dry) under this contract shall be the sum of the monthly index and the annual coefficient. The total monthly bill shall be the sum of the monthly index and the annual coefficient multiplied by the actual MMBTUs delivered each month. The Contracting Officer will approve the economic price adjustment by unilaterally issuing a contract modification annually reflecting actual prices paid during the contract year

4. TAXES AND ROYALTIES

The Government shall not be obligated to pay any severance taxes, royalties, overriding royalties or any payments out of production due on such gas required by SSC. The Contractor shall cooperate with the Government to determine whether present or prospective state and/or local taxes applied to natural gas sales consistent with the principle that the property, functions, and instrumentalities of the Federal Government are immune from state taxation, provided that the Government shall be responsible for determining the appropriateness of any taxes. Immunity from taxation is clearest when the incidences of such taxes are directly traceable to the Government and are applied to the Government as the end user. To the extent such taxes are included in the contractor's price and are thereafter found to be improper, the Contractor's price shall be adjusted accordingly.

5. FILINGS WITH REGULATORY AUTHORITIES

The Contractor shall file and pay for any filings covering this Contract with the applicable Federal, State, or local regulatory authorities on behalf of the Government and itself, and shall diligently prosecute all applications, notices, or reports required with respect to this Contract.

6. DATA REQUIREMENTS

With each monthly bill, the Contractor, in written and Microsoft Excel electronic format, shall

provide the following data:

- a. Volume of Gas provided, in Mcf.
- b. Average Heating Value of Gas provided, in BTUs per cubic foot.
- c. Energy provided, in MMBTUs.
- d. Average Gas Temperature, in degrees Fahrenheit.
- e. Daily Specific Gravity, an arithmetic average of hourly measurements.
- f. Test data to validate that the gas quality requirements in Section 11 have been met.

For each contract year, the Contractor shall provide a subscription to "Inside FERC's Gas Market Report", to be delivered to the COTR.

7. DEFINITIONS

- a. Natural Gas – "Natural Gas" (Gas) shall mean any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting essentially of methane.
- b. British Thermal Unit (BTU) – One BTU is defined as the quantity of heat required to raise the temperature of one-pound avoirdupois of pure water from fifty-eight and five-tenths degrees Fahrenheit to fifty-nine and five-tenths degrees Fahrenheit at a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).
- c. Heating Value – "Heating Value" shall mean the number of BTUs produced by the complete combustion, at a constant pressure, of the amount of dry (saturated) gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60°F), at a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia) and under standard gravitational force (acceleration of 980.665 cm per second per second) expressed in BTUs per cubic foot.
- d. One Thousand Cubic Feet (Mcf) – "Mcf" shall mean the quantity of natural gas occupying a volume of one thousand (1,000) cubic feet at a temperature of sixty degrees Fahrenheit (60°F) and at a pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).
- e. MMBTU – "MMBTU" means one million (1,000,000) BTUs.
- f. Assumed Atmospheric Pressure – The average atmospheric pressure shall be assumed to be fourteen and seventy-three hundredths (14.73) pounds per square inch, irrespective of actual elevation or location of the point of delivery above sea level or variations in such atmospheric pressure from time to time.

8. QUALITY

All natural gas (Gas) supplied under this contract shall be of pipeline quality, and shall conform to the following specifications:

- a. Heating Value – The Gas delivered shall contain a monthly average heating content between nine hundred seventy-five (975) and eleven hundred seventy-five (1175) BTUs per cubic foot.
- b. Temperature – The Gas shall be delivered at a temperature between forty degrees (40°) and one hundred twenty degrees (120°) Fahrenheit.
- c. Methane – The Gas shall contain a minimum of ninety-five percent (95.0%) of methane by volume.
- d. Oxygen – The Gas shall not contain more than one tenth of one percent (0.1%) of uncombined oxygen by volume. The contractor shall make reasonable efforts to remove all oxygen from the Gas.
- e. Carbon Dioxide – The Gas shall not contain more than two percent (2.0%) carbon dioxide by volume.
- f. Nitrogen – The Gas shall not contain more than three percent (3.0%) nitrogen by volume.
- g. Hydrogen – The Gas shall not contain more than four hundred parts per million (400 ppm) of hydrogen.
- h. Isopentane – The Gas shall not contain more than two-tenths (0.20) gallons of isopentane or heavier hydrocarbons per Mcf.
- i. Hydrogen Sulphide – The hydrogen sulphide content shall not exceed twenty-five hundredths (0.25) grain per one hundred (100) cubic feet of Gas.
- j. Total Sulphur – The total sulphur content, including mercaptans and hydrogen sulphide, shall not exceed 20 grains per one hundred (100) cubic feet of Gas.
- k. Other Gases – The Gas shall not contain carbon monoxide, halogens, or unsaturated hydrocarbons.
- l. Water Vapor – The Gas shall in no event contain water vapor in excess of seven (7) pounds per one million (1,000,000) cubic feet.
- m. Liquids – The Gas shall not contain water and other objectionable liquids at the temperature and pressure at which the Gas is delivered. The Gas shall not contain any hydrocarbons that might condense to free liquids in the pipeline under normal pipeline conditions.

9. MEASUREMENT

- a. Unit of Measurement Metering Base: The volumetric measurement base shall be one (1) cubic foot of gas at a pressure base of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia), at sixty degrees Fahrenheit (60°F), and without adjustment

for water vapor content. To determine the volume of gas delivered, factors for pressure, temperature, specific gravity and deviation from Boyle's Law shall be applied. The measurement shall be corrected for deviation from Boyle's law at the pressures and temperatures under which gas is measured by use of the NX-19 formula appearing in the manual entitled "PAR Research Project NX-19, Extension of Range of Supercompressibility Tables", AGA Catalogue No. 48/PR, published by the AGA in 1963, or as supplemented or amended from time to time.

- b. Temperature: The temperature of the natural gas flowing through the meter or meters shall be the arithmetic average of the hourly temperature record; or read from established tables of monthly averages for the service location.
- c. Specific Gravity: The specific gravity of the gas flowing through the meter or meters may be determined by the use of a recording gravitometer furnished and installed by the contractor so that it will properly record the specific gravity of the gas flowing through the meter or meters, or by the use of a chromatograph, continuous gas sampler, or by the taking of gas samples. The arithmetic average of hourly specific gravity measurements recorded each day shall be used in computing the volume of gas for that day. The specific gravity of the composite sample taken from a continuous gas sampler shall be considered as the specific gravity of the gas delivered during the applicable period of sampling. If the specific gravity is determined by a portable gravitometer or chromatograph, or from the taking of samples, the result shall apply to gas deliveries for the day of the test and for all flowing days until a new test is taken. All specific gravity determinations made with a chromatograph shall use physical gas constants for gas compounds as outlined in the most recent edition of ANSI/API 2530 on "Orifice Metering of Natural Gas".
- d. Measuring Equipment: The Contractor shall furnish, install, maintain, operate, calibrate, and read, at its expense, a measuring station properly equipped with displacement or orifice meters and other necessary measuring equipment of standard manufacture by which the volume and heating value of the gas delivered to the metering point hereunder shall be measured. The Contractor may utilize the measurement facilities provided by Gulf South Pipeline Company at the delivery point. Where measurement is by orifice meter, all fundamental constants, observations, records, and procedures involved in the determination and/or verification of the quantity and other characteristics of gas delivered shall be in accordance with the standards prescribed in the most recent edition of ANSI/API 2530 on "Orifice Metering of Natural Gas". Measurement by turbine meter shall be in accordance with the most recent edition of AGA Report No. 7. Where measurement is by other than orifice meter, standards commonly acceptable in the industry shall be used in determination of all factors involved in the computation of gas volumes.

The Government may install check-measuring equipment, as it shall desire, provided that such equipment shall be so installed as not to interfere with the operations of the Contractor. The contractor shall have access to such check-measuring equipment at all reasonable hours, but the reading, calibration, and adjustment thereof and the Government shall do the changing of charts unless otherwise agreed upon.

Both the Contractor and the Government shall have the right to be present at the time of installation, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's measuring equipment used in measuring deliveries. The records from such measuring equipment shall remain the property of their owners, but upon request, each will submit to the other its records and charts, or true copies thereof, together with calculations there from, for inspection and verification, subject to return within thirty (30) days after receipt thereof, after which the Contractor's charts and records shall be kept on file by the Government for the mutual use of both parties for such period and to such extent as may be required by law.

Reasonable care shall be exercised in the installation, maintenance and operation of any pressure regulating equipment so as to avoid any inaccuracy in the determination of the volume of gas delivered.

- e. Meter Tests: The Contractor shall inspect, test, and calibrate the measuring equipment upon installation, and periodically thereafter, at the Contractor's expense. The Contractor shall notify the Government Contracting Officer one (1) week prior to such inspections and tests in order that a representative of the Government may be present. Whenever any meter or measurement device is found to be defective, the Contractor shall take immediate steps to replace or repair the defective equipment. The Government shall have the right to request a special meter test at any time. If any test made at the Government's request discloses that the equipment tested is registering within the established standards, the Government shall bear the expense of such test. The expense of other tests shall be borne by the Contractor. In any event, at its option, the Government may, subject to an arrangement satisfactory to the Contractor and at the Government's expense, have such meter or meters, as it deems inaccurate, tested by the National Institute of Standards and Technology (NIST), the findings of which shall be conclusive.
- f. Correction of Metering Errors: If upon any test the measuring equipment in the aggregate is found to be inaccurate by three percent (3.0%) or more, registration thereof and any payments based upon such registration shall be corrected at the rate of such inaccuracy for any period of inaccuracy which is definitely known or agreed upon, but in case the period is not definitely known or agreed upon, then for a period extending back one-half (1/2) of the time elapsed since the last day of calibration.
- g. Meter Reading: The Contractor, so far as possible, shall read all meters at periodic intervals of approximately thirty (30) days, unless otherwise agreed upon. All billings based upon meter readings of less than twenty-seven (27) days or more than thirty-three (33) days shall be prorated accordingly.
- h. Failure of Meters: If for any reason the measuring equipment is out of service or out of repair so that the quantity of gas delivered through such measuring equipment cannot be ascertained or computed from the readings, the quantity of gas so delivered during the period in which the measuring equipment is out of service or out of repair shall be estimated and agreed upon by the Contracting Officer and the Contractor, using the best available data, using the first of the following methods which is feasible:

- (i) By using the registration of any duplicate measuring equipment installed by the Contractor if installed and registered correctly;
- (ii) By correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculation;
- (iii) By using the registration of any check measuring equipment of the Government if installed and registering accurately;
- (iv) By estimating the quantity of deliveries by deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.

10. ENERGY MANAGEMENT SERVICES

THE Contractor and Government mutually desire to partner in the performance of energy conservation projects, which are encouraged and authorized by Public Law 102-486 (42 USC 8256). From time to time, the Government may authorize energy management services including, but not limited to, preliminary energy audits, feasibility studies, engineering & design studies, energy conservation project implementation, and demand side management project implementation.

Energy Management Services shall be provided consistent with the Contractor's applicable tariffs, rates, rules, regulations, riders, practices, and/or terms and conditions of service, as modified, amended or supplemented by the Contractor and approved, to the extent required, by the Commission, and in the event that specific approval is not required by the Commission, service shall be within the knowledge and/or supervision of the Commission to the extent such knowledge or supervision is required for such service.

The Contractor hereby represents and warrants to the Government that the service prices available hereunder shall at all times not exceed those available to any other customer served by the Contractor under the same service classification for the same or comparable service under like conditions of use. Nothing herein shall require the Contractor to apply service rates that are inapplicable to the Government. To the extent required by the Contractor's rates, the Commission's rules and regulations, or the Contractor's policies and practices applicable to all customers, and in accordance therewith, any energy management services (including any rebates to which the Government may be entitled), energy audit services, or other services required or requested by the Government shall be provided and, as applicable, billed for, by the Contractor. The charges for such technical assistance shall be calculated in accordance with the Contractor's applicable billing schedule that may be in effect at the time the technical assistance is rendered.

The Authorization or any other agreement used to obtain and provide the services or technical assistance required or requested described herein shall contain a description of the services or technical assistance required or requested, including the amount of (or method to determine) any payment to be made by the Government to the Contractor for the provision of said services or technical assistance. Furthermore, such attachments to the Authorization may contain such provisions as may be agreed upon by the parties to reduce or eliminate the connection or extension of charges to the Government, such as, but not limited to: minimum monthly or annual billings, facilities charges, termination liabilities, monthly or annual facilities amortization payments, future partial or full refund of the initial connection charge, and extended term Authorizations, for which

any required Commission approval is obtained.

Unless otherwise provided by law or in an Authorization, payment for energy conservation measures, when authorized as Energy Management Services, shall be equal to the all-inclusive cost of equipment installation, including but not limited to equipment, materials, labor, overheads, design, and engineering costs, amortized at the negotiated cost of financing over the negotiated payment period commencing on the date of acceptance by the Government of the completed installation.

Unless otherwise provided by law or in an Authorization, the payment term for Authorizations involving energy conservation measures shall be established so as to enable the Government's monthly payment to be at least equal to or lower than the estimated monthly cost savings to be realized from the implementation of the measure. However, the payment term shall not in any circumstances exceed 80% of the useful life of the equipment/material to be installed.

Energy Conservation Measures will not be normally considered unless a net overall energy usage or cost reduction can be demonstrated. Life cycle cost analysis may be tested against the current Building-Life-Cycle Cost (BLCC) software program of the Federal Energy Management Program (FEMP) for validation.

NASA/SSC's energy conservation objectives are to minimize costs and comply with the Energy Independence and Security Act of 2007 (EISA 2007) & Energy Policy Act of 2005 (EPACT 2005). To achieve this end, the government has the option to enter into a Utility Energy Service Contract (UESC) with the successful offeror.

ATTACHMENT B - PIV Card Procedures

Enclosure to PIC 06-01

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

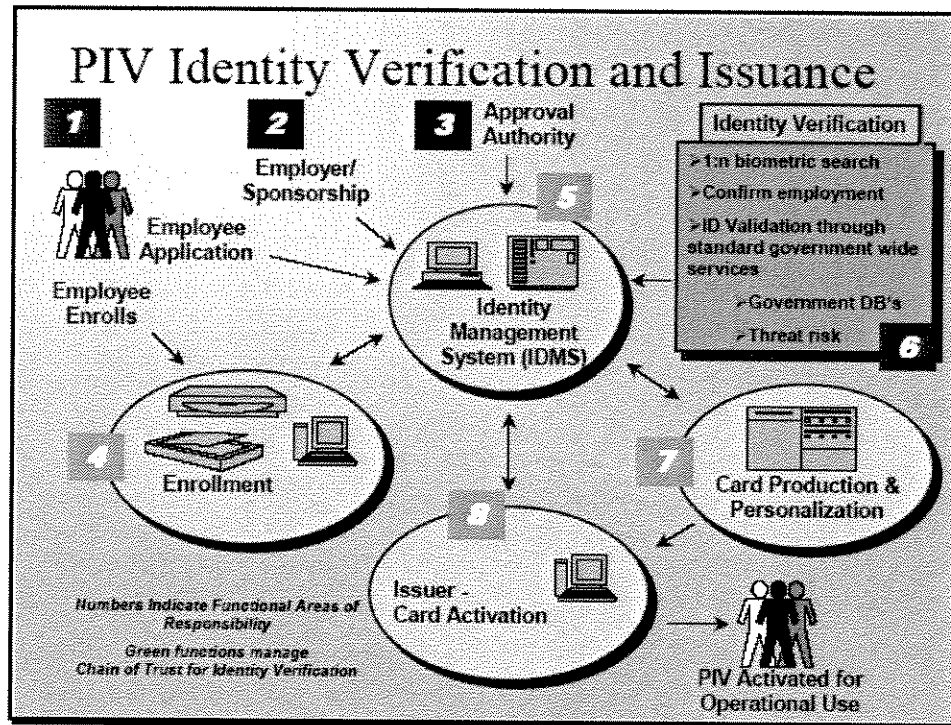


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle, and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or

higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane).

Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND
ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty (EOD), the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

PART IV. SOLICITATION PROVISIONS—PROPOSAL PREPARATION

1. FAR 52.212-1, Instructions to Offerors – Commercial Items, by reference (see SF 1449, Block 27a)

2. Addendum to FAR 52.212-1:

Paragraph (c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

3. Addendum to 52.212-1, General Instructions:

- a. The Government will not pay any Offeror for preparation of their proposal.
- b. Offerors who include in their proposals data they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall—
 - i. Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets (insert numbers or other identification of sheets)"; and
 - ii. Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."
- c. The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 551).
- d. Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- e. Any prospective offeror desiring an explanation or interpretation of the solicitation, performance work statement, etc. must submit their questions in writing by 3:00 p.m. on April 2, 2011. Offerors are requested to submit their questions by solicitation section and make reference to the particular Section/Subsection number. Questions submitted after the cut-off and requests by an offeror for an extension will generally not be considered.
- f. Any information given to a prospective offeror concerning this Solicitation will be furnished promptly to other prospective offerors electronically, if that information is necessary in submitting offers, or if lack of it would be prejudicial to other prospective offerors.
- g. All Offerors are advised that NASA/SSC has a current transportation agreement with Gulf South Pipeline Company, LP, owner of the pipeline that will be transferred to the successful Offeror.

4. Addendum to FAR 52.212-1; Provision 1852.223-73, Safety and Health Plan (November 2004)

5. Addendum to FAR 52.212-1, Provision, Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from by obtaining written and dated acknowledgment of receipt from **J.E Jacobs, NASA John C. Stennis Space Center, Code DA10, Stennis Space Center., MS 39529**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

6. Addendum to 52.212-1, Provision 1852.233-70 Protests to NASA. (October 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to **Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.**

7. Addendum to 52.212-1,

a. PROPOSAL PREPARATION:

- i. It is the Government's intent to award a Firm Fixed Price with an Economic Price Adjustment type contract. Offerors are advised that the Government intends to make an award on the basis of initial proposals. As a result, offerors shall be certain to present their most advantageous proposal, which clearly meets all requirements of the Performance Work Statement and complies completely with all proposal submittal requirements.
- ii. Each proposal shall contain three sections: Section I will consist of a written Technical proposal addressing the Offeror's Relevant Experience, Surveillance Plan and the Safety & Health Plan. Section II shall consist of Past Performance information. Section III shall consist of Price information required in SF1449 and continuation sheet for all contract line item numbers as well as any required fill-in clauses and provisions. Section II shall also include all acknowledged amendments signed and dated as well as completed Representations and Certifications.

Section	Title
I	Technical Relevant Experience Surveillance Plan Safety & Health Plan
II	Past Performance
II	Price Proposal SF 1449 SF 1449 continuation Amendments (signed & dated) Reps and Certs & clause fill-ins

- iii. The proposals shall be submitted on hard copy **NLT 3PM CST, April 18, 2011** to the following address:

NASA/ John C. Stennis Space Center
ATTN: J. E. Jacobs, Office of Procurement/DA10
Stennis Space Center, MS 39529-6000

The offeror shall provide **three hardcopies** of the entire proposal, in 3-ring binders. Only one-sided print is acceptable which will allow for easy duplication.

b. TECHNICAL PROPOSAL PREPARATION:

- i. Technical Proposals shall be at a minimum double-spaced pages (size 12 font).
- ii. Offeror shall provide its Relevant Experience which will be used to assess the risk of successful performance. Relevant Experience is the accomplishment of work that is comparable or related to the technical work required by this solicitation and is of similar scope, size and complexity.
- iii. The offeror shall include a Surveillance Plan (SP) that will be used as a guide for the Government to evaluate the quality of gas delivered by the Contractor. The Surveillance/Evaluation Methods identified, in concert with the Contractor's procedures will assure the Government of satisfactory contractor performance. The Contractor's procedures shall include, but are not limited to, the methods proposed to measure and report the quality characteristics of the Natural Gas delivered to SSC. The SP is intended to be a "living document". That is, it should be revised or modified as circumstances warrant throughout the contract period. Following contract award, this document should be reviewed by the Government to ensure that it will work cooperatively with the Contractor's Quality Control Plan, but not duplicate its provisions. The contractor, and not the government, will be responsible for management and quality control actions to meet the terms of the contract. The role of the government is quality assurance to ensure contract standards are achieved.

iv. **Proposal shall include a Safety and Health Plan. Addendum to FAR 52.212-1; Provision 1852.223-73, Safety and Health Plan (November 2004)**

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

c. PAST PERFORMANCE PROPOSAL PREPARATION:

- i. Past Performance -The evaluation of this factor will have two components: 1) Offeror narrative; and 2) Evaluations conducted based upon contractor provided references and independently gathered past performance data.
- ii. In evaluating the offeror's past performance, the Government will consider quality of past performance; relevance to the proposed contract in terms of dollar value, complexity, and performance risk; currency of the experience; performance trends, and the source of the information.
- iii. Provide the following information for the past three years for contracts of similar size and scope:
 - a) Name and telephone number of customer
 - b) Contract and task order number
 - c) Dates of performance
 - d) Short narrative relating your past performance and experience to this Contract in terms of quality of past performance, relevance to the proposed contract in terms of dollar value, complexity, performance risk, currency of the experience, and performance trends.
- iv. Include any Safety Violations/citations issued by OSHA within the past three (3) years on contracts supplying natural gas.

a. PRICE PROPOSAL PREPARATION:

- i. The price proposal will not be rated, but will be evaluated in determining best value (trade-off) to the Government.
- ii. The offeror shall use the table provided on SF1449 continuation sheet of the solicitation to propose the price for this requirement. The table shall be completed in its entirety so that the Government can determine the contractor's overall proposed price for this requirement. Note that this requirement is FOB Destination. Also note that this contract should be proposed as a Firm Fixed Price contract with economic price adjustment.
- iii. Acknowledgement of all amendments to the solicitation.
- iv. Completed certifications and representations and fill in clauses and provisions.

PART V, EVALUATION

Addendum to FAR 52.212-2 – Evaluation – Commercial Items (Jan 1999).

a. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Technical
- Past Performance
- Price

As individual factors, Technical, Past Performance and Price are equal in relative importance. When combined, Technical and Past Performance are approximately equal to price. However, if an Offeror does not have relevant past performance history, the Offeror may not be evaluated favorably or unfavorably in the Past Performance/Experience factor.

- b. The Government anticipates awarding a contract to the offeror whose proposal is the most advantageous to the Government, price and other factors considered in accordance with the evaluation process outlined below. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- c. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
- d. This procurement is being conducted utilizing Best Value Selection (BVS), which seeks to make an award based on an integrated assessment of each proposal in terms of technical, past performance/experience, and price. The award will be made where the offeror is determined to be responsible, and the proposal is responsive and offers the best value to the government. BVS evaluation is based on the premise that, if all offers are of approximately equal qualitative merit, award will be made to the Offeror with the lowest evaluated price. However, the Government will consider awarding to an Offeror with higher qualitative merit if the difference in price is commensurate with added value. Conversely, the Government will consider making award to an Offeror whose price has lower qualitative merit if the price differential between it and other proposals warrant doing so.
- e. Listed below are factors that will be utilized in the evaluation of each proposal. Each is further defined to explain the rating that each offeror will receive.

1. TECHNICAL PROPOSAL (Measured As a Risk Factor)

The Relevant Experience, Surveillance Plan and the Safety & Health Plan are being evaluated together under technical factor will be measured for risk as defined below.

RATING	DEFINITION	STANDARD
Low Risk	Little doubt exists, based on the offeror's Relevant Experience, Surveillance Plan and Safety Plan, that the offeror can satisfactorily perform this kind of work.	<ul style="list-style-type: none"> a. Extensive experience in projects of similar size, scope and complexity. b. Offeror's surveillance/evaluation methods in concert with its procedures which include, but are not limited to, the methods proposed to measure and report the quality characteristics of the Natural Gas delivered to SSC are comprehensive and sufficient. c. Offeror's Safety Plan's discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees, NASA employees, public and high-value equipment and property are comprehensive and sufficient.
Moderate Risk	Some doubt exists, based on the offeror's Relevant Experience, Surveillance Plan and Safety Plan, that the offeror can satisfactorily perform this kind of work.	<ul style="list-style-type: none"> a. Limited experience in projects if similar size and scope, or extensive experience as the primary subcontractor for projects similar in size and scope. b. Offeror's surveillance/evaluation methods in concert with its procedures which include, but are not limited to, the methods proposed to measure and report the quality characteristics of the Natural Gas delivered to SSC lack some comprehensive and sufficient detail. c. Offeror's Safety Plan's discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees, NASA employees, public and high-value equipment and property lack some comprehensive and sufficient

		detail.
High Risk	Significant doubt exists, based on the offeror's Relevant Experience, Surveillance Plan and Safety Plan, that the offeror can satisfactorily perform this kind of work.	<ul style="list-style-type: none"> a. Very little experience in projects of this kind. b. Offeror's surveillance/evaluation methods in concert with its procedures which include, but are not limited to, the methods proposed to measure and report the quality characteristics of the Natural Gas delivered to SSC lack significant amount of comprehensive and sufficient detail. c. Offeror's Safety Plan's discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees, NASA employees, public and high-value equipment and property lack significant amount of comprehensive and sufficient detail.

2. PAST PERFORMANCE PROPOSAL

The government will evaluate past and present performance based on the offeror's recent and relevant performance, including offeror's safety record. References other than those provided by the offeror may be contacted and their comments considered during the evaluation process. The information submitted may be verified by the Government through discussions with the references provided. While the Government may elect to consider data obtained from other sources, the burden of providing relevant references that the Government can readily contact rests with the Offeror.

Past Performance will be assigned a confidence level rating as follows:

Very High Level of Confidence	The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.
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Moderate Level of Confidence	The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.
Low Level of Confidence	The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.
Very Low Level of Confidence	The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.
Neutral	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

3 . PRICE PROPOSAL

The government will evaluate offeror's proposed price for reasonableness in accordance with FAR 15.404. Price proposals will not be scored but will be included in competitive range and/or tradeoff decisions.

e. EVALUATION PROCESS

The Government will evaluate proposals in two general steps:

Step One -- An initial evaluation will be performed to determine if all required information has been provided and complies with limitations established in the solicitation. Offeror may be contacted only for clarification purposes during the initial evaluation. Offerors are cautioned that omissions or an inaccurate or inadequate response to these evaluation factors may have a negative effect on its overall evaluation.

Step Two -- Proposals will be evaluated against the factors: Technical, Past Performance, Relevant Experience, and Price. Based on this evaluation, the Government has the option, depending on the

specific circumstances of the offers received, to utilize one of the following methods:

- (1) Make selection and award without discussions (preferred method); or
- (2) After discussions with all offerors within the competitive range, afford each Offeror an opportunity to revise its offer, evaluate final proposal, and then make selection.

PART VI – OFFEROR REPRESENTATIONS AND CERTIFICATIONS**52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Jan 2011)**

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the

Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000

after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(10) Reserved.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or

manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the

taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
None	

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☒ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination

to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran. (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision.